

UNITED STATES DISTRICT COURT

FOR THE EASTERN DISTRICT OF CALIFORNIA

## New York Life Insurance Company,

Plaintiff,

V.

Michael Begashaw & Endale Tessema,

### Defendants.

No. 2:22-cv-02081-KJM-JDP

## ORDER

17 Counsel for New York Life Insurance Company and counsel for Endale Tesema<sup>1</sup> have  
18 filed a stipulated request for distribution and dismissal “contingent upon the Motion for Default  
19 Judgment against Michael Begashaw being granted.” *See* Stip. at 4. In the proposed order  
20 attached to the parties’ stipulation, the parties include the following statement: “A default  
21 judgment has been entered against defendant Michael Begashaw.” Proposed Order at 2, ECF No.  
22 34-2. The parties expect Michael Begashaw’s interest in the proceeds of the benefits subject to  
23 this case will be extinguished if the motion for default judgment is granted. Stip. at 3. However,  
24 as the parties acknowledge, the motion for default judgment is still pending. *Id.*; Mot. Default J.,

<sup>1</sup> The parties note “Endale Tesema’s passport has a single ‘s’ in his name, but all New York Life and AARP documents associated with the Insured spell the Insured’s name ‘Tessema.’” Stip. at 3 n.1, ECF No. 34.

1 ECF No. 24. The parties' stipulated request is premature and is contingent on factors that the  
2 court cannot predetermine. The court **denies** the stipulated request without prejudice.

3 IT IS SO ORDERED.

4 DATED: May 28, 2024.

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CHIEF UNITED STATES DISTRICT JUDGE